

ORIGINAL

T04-0052

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT No. 1089

This Agreement made and entered into, by and between the State of Illinois, acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", the Union Pacific Railroad, hereinafter referred to as the "COMPANY", and the County of Cook, hereinafter referred to as the "COUNTY", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the State Street / CH W56 highway-rail grade crossing of the COMPANY'S track located in the City of Chicago Heights, Cook County, Illinois, designated as crossing AAR/DOT 862 647C, Milepost 0.14; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team, including a staff member of the COMMISSION'S Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volumes, and all other pertinent data relating to the crossing has been obtained and shown on Exhibits A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties in accordance with this Agreement; To Wit the parties agree as follows:

Section 1 All Improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper Improvements in the

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interest of public safety at the aforesaid crossing should be:

- (a) The COUNTY should widen and reconstruct State Street to two (2) lanes in each direction separated by a continuous median. A barrier median will be added on the highway approaches to the State Street / CH W56 grade crossing.
- (b) With the roadway widening, the COMPANY should relocate a track turnout from the east side of State Street to the west side, thereby adding an additional track to the State Street / CH W56 grade crossing.
- (c) The COMPANY should install new concrete surface panels at the State Street crossing;
- (d) The COMPANY should install new automatic flashing light signals, cantilevers, and constant warning time circuitry at the State Street crossing;
- (e) The COMPANY should coordinate and control public notification of any required road closures, including time and duration;
- (f) The COMPANY should acquire a COUNTY Highway Department Permit for the construction, detour routing, and roadway closure prior to construction;
- (g) The COMPANY should schedule the Improvements to meet COUNTY staging and completion of roadway Improvements. (Note: The COUNTY anticipates completion of the roadway work by July 31, 2004). If the Company does not meet the County schedule for completion of roadway Improvements, the Company should coordinate and provide staging, lane closures, warning devices, or other temporary traffic control items necessary to effect the completion of its work;
- (h) The COMPANY should coordinate final inspection of the completed project with the COUNTY Highway Department, Construction Bureau (Gene Leer, Chief Engineer, 312-603-1600).
- (i) The County should have its contractors execute the Company's Standard Contractor's Right-of-Entry Agreement, which is attached hereto as Exhibit "D" and hereby made a part hereof, for all work to be performed within twenty-five (25) feet of the Company's track.

Section 3 The COMPANY has prepared preliminary estimates of cost to accomplish the proposed Improvements, which they may be required to perform. Said estimates are attached as Exhibit B. The COMPANY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed Improvements for the approval of the COMMISSION and COUNTY.

Section 4 The COMPANY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed Improvements, accomplishing the work with its own forces, or appropriate contracted services. The Company should submit project plans to the Commission within 30 days from the date of Commission Order subsequent to this Agreement. The Company also agrees the proposed Improvements should be completed within five (5) months from the date of COMMISSION Order subsequent to this Agreement. Further, the COMPANY and the COUNTY agree the work should be sufficiently completed and open to four (4) traffic

lanes by September 30, 2004, and overall completion of the proposed Improvements should be no later than November 30, 2004.

Section 5 The parties hereto agree that an equitable division of cost for the proposed Improvements should be:

- (a) The COUNTY should pay 100% of the cost to perform the work described in 2(a).
- (b) The cost to perform the work described in 2(b) through (f) above is estimated to be \$564,138. The County should pay 100% of the cost, not to exceed \$564,138, with the COMPANY responsible for all future maintenance costs associated with the new crossing surfaces and all future operating and maintenance costs associated with the automatic warning devices.
- (c) The COUNTY should pay 100% of the cost to perform the work described in 2(g).

Section 6 The COUNTY is financially able and willing to bear an equitable portion of the cost for the proposed Improvements as may be assigned by the order and indicates this intent by Resolution attached as Exhibit C.

Section 7 Special Provisions: The COMPANY shall at one (1) month intervals from the date of the Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION, stating the progress made toward completion of the work herein required. Each progress report shall include the COMMISSION Order Number, the Order Date, the project completion date as noted in the Order, crossing information (Inventory Number and Railroad Milepost), type of improvement, and project manager information (the name, title, mailing address, phone number and facsimile number of the employee responsible for management of the project. If the project is behind schedule the reports must also include a brief explanation of the reason(s) for the delay.

All bills for expenditures authorized for reimbursement by the COUNTY shall be submitted to Christopher Snyder, Transportation and Planning Bureau Chief, Cook County Highway Department, 69 West Washington Street, Suite 2345, Chicago, IL 60602 identifying the project as Section 98-W5602-03-RP.

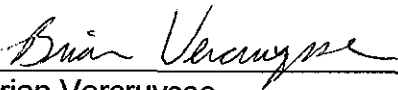
Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 11th day of **March**, 2004.



Michael E. Stead
Rail Safety Program Administrator

Attest: 

Brian Vercruysse
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement **No. 1089** concerning improvements at the State Street/CH W56 highway-rail grade crossing of the COMPANY'S track located in the City of Chicago Heights, Cook County, Illinois, designated as crossing **AAR/DOT 862 647C, Milepost 0.14.**

Recommended:

Approved as to form:

Richard A. Devine, State's Attorney

Wally L. Fox, Jr.
Superintendent of Highways

AB 3-18-04
Assistant State's Attorney

Executed by the COUNTY this 8th day of April, 2004.

By: John H. Stroger, Jr.
John H. Stroger, Jr.
President, Board of County Commissioners

Attest:

Dave Orr
County Clerk
APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 08 2004

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Illinois Commerce Commission Stipulated Agreement **No. 1089** concerning improvements at the State Street/CH W56 highway-rail grade crossing of the COMPANY'S track located in the City of Chicago Heights, Cook County, Illinois, designated as crossing **AAR/DOT 862 647C, Milepost 0.14.**

Executed by the Illinois Department of Transportation, this 13th day of April, 2004.

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Victor A. Modder
(Title)
DIRECTOR OF HIGHWAYS

Illinois Commerce Commission Stipulated Agreement No. 1089 concerning improvements at the State Street/CH W56 highway-rail grade crossing of the COMPANY'S track located in the City of Chicago Heights, Cook County, Illinois, designated as crossing AAR/DOT 862 647C, Milepost 0.14.

Executed by the Union Pacific Railroad Company, this 30 day of April, 2004.

Union Pacific Railroad Company

By: Thomas J. Gee
(Title)

CHIEF ENGINEER

Attest:

Kathy Klockner

**ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**

GENERAL INFORMATION: See Location Sketch

RAILROAD	Union Pacific Railroad
USDOT#, MILEPOST	862 647C, MP 0.14
STREET, CITY, COUNTY	State Street/CH W56, Chicago Heights, Cook
JURISDICTION (RDWY)	Cook County
LOCATION	Industrial
STREET SURFACE	Proposed 60'

CROSSING DATA: See Location Sketch for roadway profile and track centers

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
1N	Prop. Conc.	9'	
2	Prop. Conc.	9'	

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	Not Applicable
TRAFFIC CONTROL	N/A
ADT & SPEED	9000 @ 40 MPH (15% Trucks)
TRAFFIC TYPE	Passenger, School Busses, Hazardous Materials
ADVANCE WARNING	Yes
PAVEMENT MARKING	Proposed

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	2 Per day @ 10 MPH Industry, Day & Night
PASSENGER TRAFFIC	Not Applicable
WARNING DEVICES	AFLS ¹

NOTES:

1. Cantilevers will be added due to the roadway widening and reconstruction.

VISIBILITY STUDY: See Location Sketch

Train Speed	10	MPH
Roadway Speed	40	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	303	FEET
Along Tracks	96	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	238	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	*		*	
NW	*		*	
SE	*		*	
SW	*		*	

*Note: The installation of automatic flashing light signals and gates eliminates the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch for existing (proposed to match)

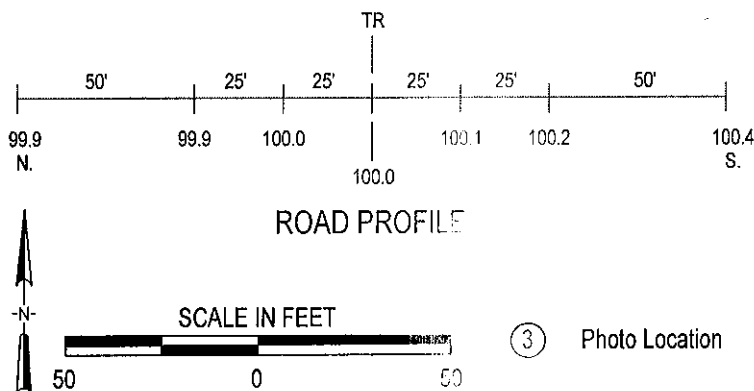
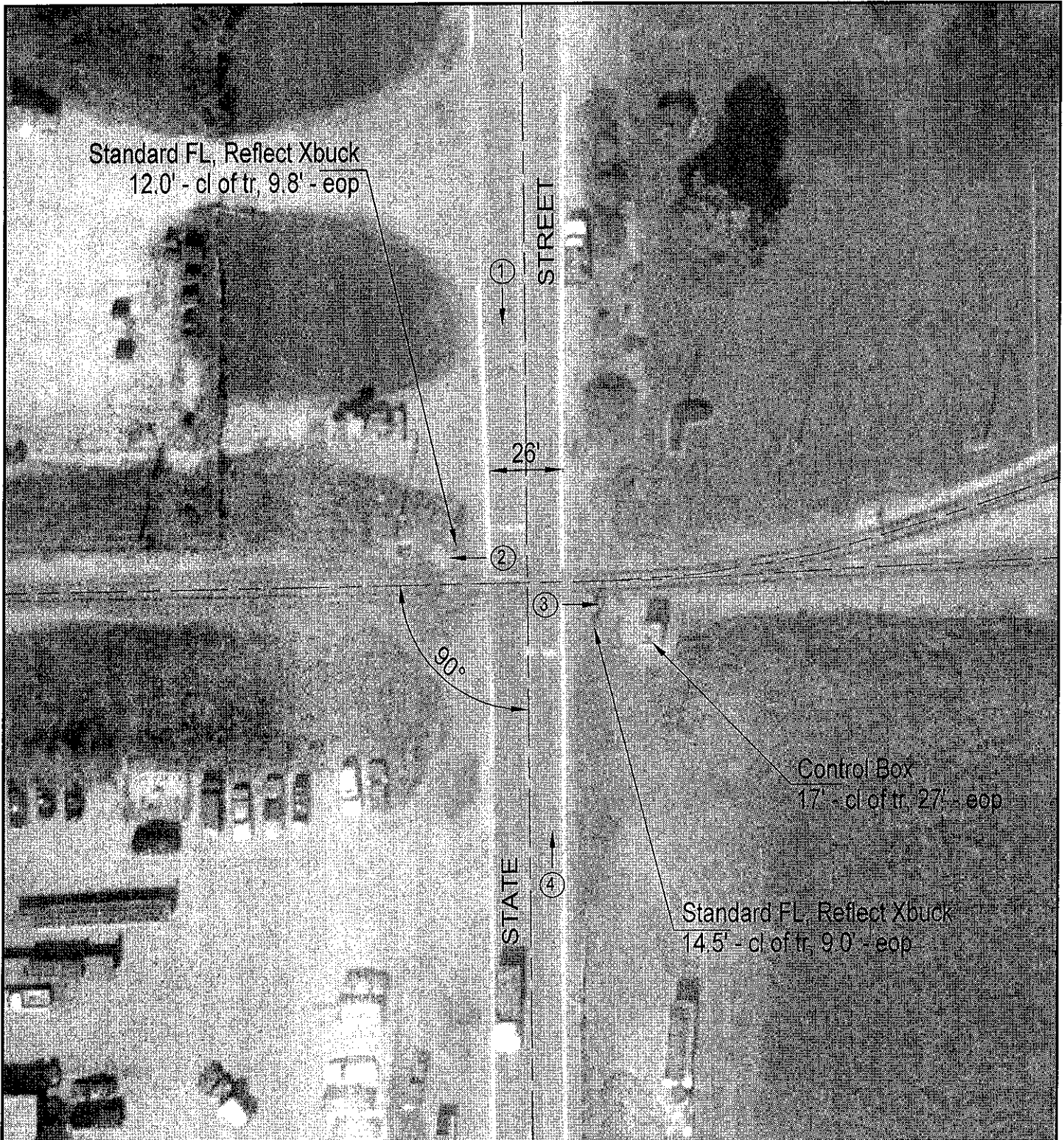
DIRECTION: WEST/NORTH			DIRECTION: EAST/SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)

Distance measured from outermost rail.

COMMENTS:

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

See Page 4 for Union Pacific Additional Track/circuitry plan.



Crossing #: 862647C

Location: Cook Co., City of Chicago Heights (I)

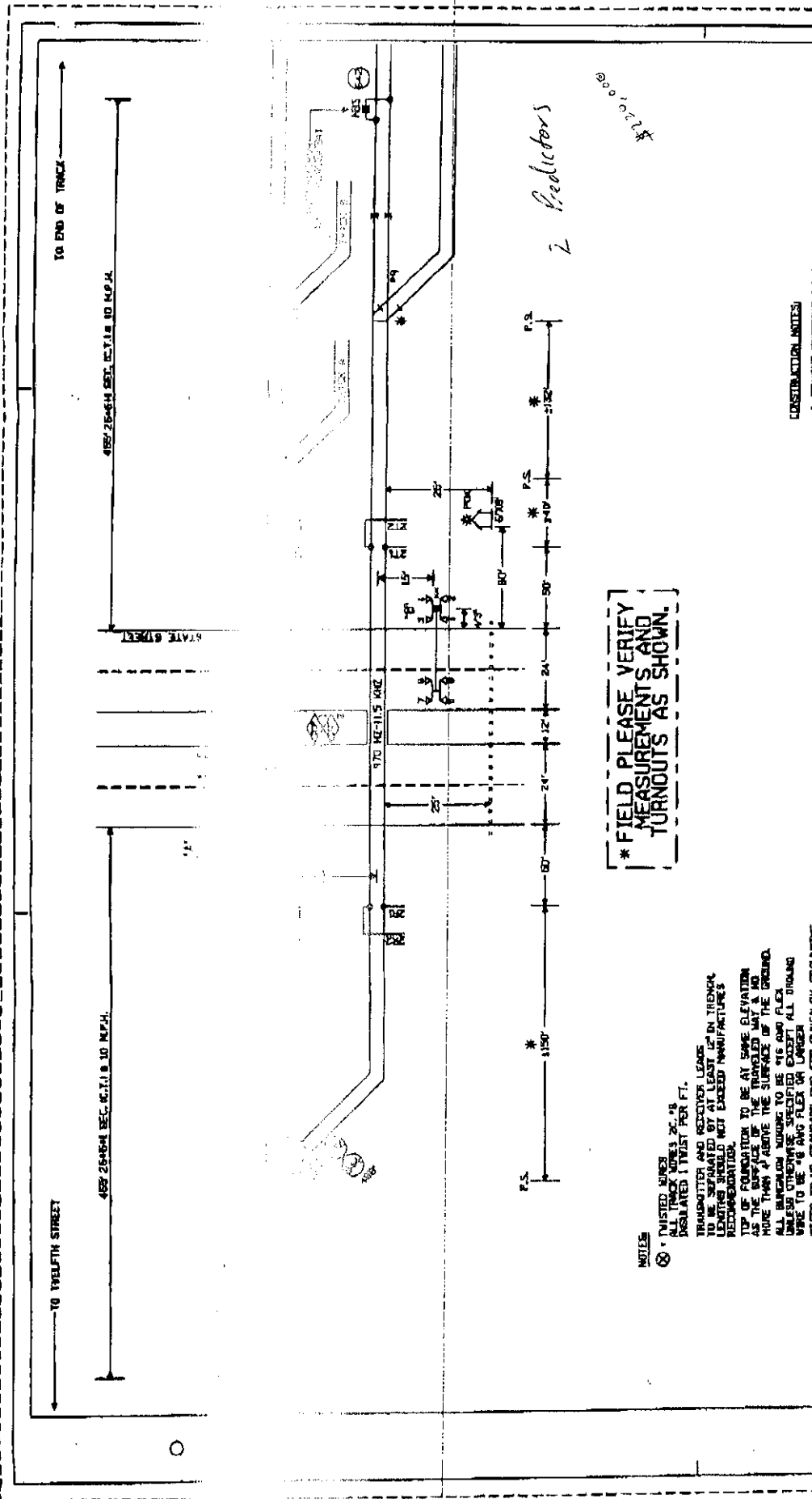
Lat/Long: 41°29'18" / 87°36'58"

Railroad: CHTT

Street: State Street

Railroad Milepost: 0.14

Crossing Protection: Train Activated Devices



CONSTRUCTION NOTES:
1. REMOVE EXISTING L.W.S. AS SHOWN.
~~X~~ ~~X~~ = CUT

* FIELD PLEASE VERIFY MEASUREMENTS AND TURNOUTS AS SHOWN.

NOTES: (X) * INJECTED WINDS
ALL TRACK WINDS 20-45
DESIGNATED 1 TWIST PER FT.
TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,
LEADINGS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.
TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE THROTTLED WAY & NO
MORE THAN 3 ABOVE THE SURFACE OF THE GROUND.
ALL BUNGALOW WINDING TO BE 415 AND FLEX
WIRE TO BE USED FOR FLEXING COUPLER
PREFER TO UP STAIRCASE ONE FOR BUNGALOW COUNTESS
DO NOT USE 7 CELLS OF 602 BATTERY UNLESS
REQUIRED TO MAINTAIN MINIMUM LAND TO THESE

CHICAGO HEIGHTS, ILL. 60631
STATE STREET
Rm. 1314
CHICAGO HEIGHTS INDUSTRIAL LEA
VIA GRAVE SUBDIVISION
D.O.T. #652 847C

[illegible]

DATE: 2003-09-27

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DESCRIPTION OF WORK:
RECOLLECTABLE ROAD CROSSING PROJECT. 100% RECOLLECTABLE FROM COOK COUNTY
ILLINOIS HIGHWAY DEPT.
CHICAGO HTS INDUSTRIAL LEAD. MP. .14
INSTALL 2 64TF CONCRETE ON WOOD TIE GRADE CROSSING.
INSTALL TIES AND RAIL IN EXISTING TRACK

FID: 44570 AWO: MP, SUBDIV: .14, CMT
SERVICE UNIT: 02 CITY: CHICAGO HEIGHTS STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1000		1000		1000
LABOR ADDITIVE 139%			1390		1390		1390
TOTAL ENGINEERING			2390		2390		2390
SIGNAL WORK							
LABOR ADDITIVE 152%			6472		6472		6472
SIGNAL			4258		4258		4258
TOTAL SIGNAL			10730		10730		10730
TRACK & SURFACE WORK							
BALAST	16.00	CL	3081	9983	13064		13064
BILL FREQ			900		900		900
COMPANY EQUIPMENT USAGE				1850	1850		1850
CONTRACTOR				10000	10000		10000
EQUIPMENT RENTAL				8000	8000		8000
FIELD WELD			3585		3585		3585
FOREIGN LINE FREIGHT				350	350		350
HOME LINE FREIGHT				900	900		900
LABOR ADDITIVE 152%			75484		75484		75484
MATL STORE EXPENSE				3213	3213		3213
OSM				25218	25218		25218
OTM			3549	6451	10000		10000
PILOT CONDUCTOR			1065		1065		1065
RAIL	960.00	LF	2840	11701	14541		14541
RDXING	128.00	TF	9246	17557	26803		26803
SALES TAX				3183	3183		3183
TRACK-CONST			21775		21775		21775
TRK-SURF, LIN			10132		10132		10132
TURNOUT-RELA			11929		11929		11929
WELD			3125	1325	4450		4450
WORK TRAIN			1050		1050		1050
WT/CS ADDITIVE 327%			588		588		588
XTIE	394.00	EA	14144	33954	48098		48098
TOTAL TRACK & SURFACE			162493	133685	296178		296178
LABOR/MATERIAL EXPENSE			175613	133685			
RECOLLECTIBLE/UPRR EXPENSE					309298	0	309298
ESTIMATED PROJECT COST							
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		

RECOLLECTIBLE LESS CREDITS

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

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FORM 30-1

PAGE 05 MORE

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

EST START: 12-31-03

EST COMP: 12-31-03

RAILROAD: CH TT RR

LOCATION: CHICAGO HEIGHTS, IL, STATE ST, CHICAGO HGH

DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 44570

A.W.O. NO:

W.O. NO:

B.I. NO: 03EN10

STATE: IL

VAL SEC: 1101

STOCK MATERIAL PLAN

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATERIAL \$
09065700	TAPE, ELECTRICAL PLASTIC	0.53	1	RL	1
13054000	TIMBER SPIKE, TORXHEAD 3/4" X 12"	0.95	288	EA	274
50210000	SWITCH TIE 7" X 9" X 10'	43.25	10	EA	433
50279740	CROSS TIE 7" X 9" X 8' 6" HARDW	49.65	284	EA	13873
50279990	TIE 7"X9"X10' PREPLT FOR 6" RAIL	70.40	100	EA	7040
50361010	ECL2055 GALV RH E-CLIP PA	2.38	400	EA	952
51032010	CULVERT PIPE, 6 INCH STEEL	49.92	16	EA	839
51033790	CULVERT PIPE BANDS	6.83	30	EA	205
51035570	CULVERT PIPE ELBOW 45 DEGREE FLEX	18.63	8	EA	149
54002000	ASPHALT, CROSSING FILL	30.00	96	TN	2880
54013010	XING, CONC. 133-141#RL(10W) 8' PANE	825.60	16	ST	13211
55001190	ENGINEERING FABRIC, 12'6" WIDTH	139.70	2	RL	279
55016480	RAIL ANCHOR 6" BASE HD CHANNELOC	0.92	969	EA	794
55063440	TRACK BOLT 1-1/16 X 6 W/SPG WASH2	26.23	3	KE	99
55067070	TRK SPIKE 5/8 X 6 1/4 IN 200# RB	51.56	10	KE	523
55113600	RAIL 136# SS BBS NEW	9.38	640	LF	6003
55113900	RAIL 136# HC BLANK NEW	11.24	320	LF	3597
55240930	COMP JT 136#RE/115#RE LH	169.17	6	JO	1015
55241240	COMP JT 136#RE/115#RE RH	169.17	6	JO	1015
55255300	FIELD WELD KIT, 136# ONB SHOT	61.33	20	EA	1227
55264570	PACKING SAND, PRE-MIXED (PER SACK	22.53	4	CA	90
55264930	REFRACTORY PASTE	1.93	5	EA	9
55762330	CONNECTING ROD, 6' FOR 1-1/4" HD	124.94	1	EA	125
55769950	SWITCH STAND, NO. 36-BH PACOR	656.71	1	EA	657
55773870	SWITCH STD MTG KIT, #36E/EB, #102E	93.70	1	EA	94
55777580	SWITCH STAND TARGET, RED 16" DIA.	31.80	1	EA	32
55778460	SWITCH STAND TARGET BOLT 5/16 X 2	7.48	2	EA	15
55780570	PITO 136# #9 RH HT RBM PREPLATE T	40789.00	1	EA	40789
56207660	BALLAST, CLASS 1 "D"	5.42	855	TN	5489
56220980	BALLAST, CLASS 3 "SCREENS"	5.42	700	TN	4494

TOTAL 106,194

MATERIAL STORE EXP 3,215

SALES TAX 3,185

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DESCRIPTION OF WORK:

REMOVE EXISTING FLASHERS & CONCRETE CABIN, AND INSTALL LED FL SIGNALS W/
CANTILEVERS, CWT CIRCUITRY, AND NEW CABIN AT STATE STREET IN CHICAGO
HEIGHTS, IL. M.P. 0.14 ON THE CHICAGO HEIGHTS IND. LEAD
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:
SIGNAL - COOK COUNTY 100% RECOLLECTIBLE

PID: 44580 AWO: MP, SUBDIV: .14, CHTT
SERVICE UNIT: 02 CITY: CHICAGO HEIGHTS STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1452		1452		1452
LABOR ADDITIVE 135%			7877		7877		7877
RECOLL-INSPE			2737		2737		2737
SIG-HWY XNG			1478		1478		1478
TOTAL ENGINEERING			13544		13544		13544
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				6557	6557		6557
EARTH FILL/ROCK				1500	1500		1500
EQUIPMENT RENTAL				7444	7444		7444
FOREIGN LINE FREIGHT				1311	1311		1311
LABOR ADDITIVE 135%			40106		40106		40106
MATL STORE EXPENSE				3278	3278		3278
PERSONAL EXPENSES				24000	24000		24000
SALES TAX				4098	4098		4098
SIGNAL			28947	65574	94426		94426
TRANSPORTATION CHARGES				2682	2682		2682
USAGE EQUIPMENT				11167	11167		11167
TOTAL SIGNALS			69253	127111	197469		197469
TRACK & SURFACE WORK							
FIELD WELD			19		19		19
LABOR ADDITIVE 135%			20529		20529		20529
MATL STORE EXPENSE				9	9		9
OTM			14312		14312		14312
RAIL	80.00	LF	5494		5494		5494
SALES TAX				44	44		44
SIG-HWY XNG			3283		3283		3283
WELD				137	137		137
TOTAL TRACK & SURFACE			43045	799	43827		43827
LABOR/MATERIAL EXPENSE							
RECOLLECTIBLE EXPENSE			125111	101400			
ESTIMATED UNIT COST							254840
EXISTING MATERIAL CREDIT					0		
SALVAGE MATERIAL CREDIT					0		
RECOLLECTIBLE CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF
AN INCREASE IN THE COST OF MATERIAL OR LABOR REQUIRED,
UPRR WILL BE RESPONSIBLE FOR THE INCREASE AT THE CURRENT EFFECTIVE RATE.

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

EST START: 10-06-03

EST COMP: 12-31-03

PROJ NO: 44580

A.W.O. NO:

W.O. NO:

B.I. NO: 01EN10

STATE: IL

VAL SEC: 1101

RAILROAD: CH TT RR

LOCATION: CHICAGO HEIGHTS, IL, STATE ST, CHCG HIGHT

DEPARTMENT: ENGINEERING SERVICES

STOCK MATERIAL PLAN

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
02040540	BATTERY,GNB, 75A13 OR 50A19	230.01	6	EA	1380
02040660	BATTERY,GNB, 75A23 OR 50A27	305.19	7	EA	2136
09011240	CABLE TIE, NYLON 1 1/8" MAX. DIA	0.02	200	EA	4
09011980	CABLE TIE, NYLON 3 1/2" MAX. DIA	0.14	20	EA	3
09014950	CIRCUIT BRKR,120/240V 20A 2 POLE	14.52	1	EA	15
09015690	CIRCUIT BREAKER, 120/240V 30A AC	5.92	1	EA	6
09054300	RELAY,TAB 869 KRP11DN12V. SW.HTR.	7.27	1	EA	7
09054360	RELAY, GEN.PURPOSE 120V. TAB 856	6.72	1	EA	7
09057650	SOCKET,P-B 27X122 TAB 836A & 856	2.06	2	EA	4
09065700	TAPE, ELECTRICAL PLASTIC	0.53	2	RL	1
09066900	TERMINAL,SPADE,16-12 WIRE,#8 STUD	0.13	10	EA	1
09137100	TERM.LUG 3/16 CABLE-1/4 POST 2412	0.50	30	EA	15
09215100	33466 TERMINAL, RING TONGUE AMP	0.19	24	EA	5
09260350	TERMINAL,#16-12 #8 SPADE	0.06	35	EA	2
09261420	321524-1 TERMINAL,TEST 16-22 A	1.61	4	EA	6
09261570	321527-1 TERMINAL, TEST	1.52	15	EA	23
09401140	ADAPTER, 4 IN. CARBON PLASTIC	2.09	2	EA	4
09409820	BUSHING, 4" CARBON, INSULATING	0.75	2	EA	2
09424920	CONDUIT, 4", TYPE 40	1.33	100	LF	133
09467930	LOCKNUT, 4 IN. GALVANIZED	3.61	2	EA	7
09602970	LAMP, HALOGEN, 12V, 25W	3.80	1	EA	4
09844170	GROUND ROD, 1/2" X 8 FEET	4.43	11	EA	49
09846750	GRND.ROD COPPER, ONLY ONESHOT.	4.68	11	EA	51
09908640	WIRE,#6 AWG, COPPER,SOLID	0.11	275	LF	30
09912200	WIRE #6 AWG, 500' ROLL SHIELD	1.13	500	LF	565
09913200	WIRE,#6, 500' ROLL SHIELDED	1.86	500	LF	930
09915610	WIRE #6 AWG, COPPER, STRAN	0.35	175	LF	61
09930550	WIRE #10 AWG, COPPER, STRAN	0.14	2400	LF	336
09932310	WIRE #10 AWG, COPPER, TWIST	0.31	170	LF	53
09960090	WIRE #16 AWG, COPPER, STRAN	0.08	500	LF	40
13060230	TOGGLE,SPRING 3/4	0.43	3	EA	1
13547870	SHEET METAL, #10 X 1 INCH	0.50	1	BX	1
13552450	SHEET METAL, #12 X 3/4"	1.98	2	BX	4
13553150	SHEET METAL, #12 X 1"	2.97	1	BX	3
17061400	PADLOCK,SIG. KEY,AMERIC	12.14	8	EA	97
28033210	CARTON, 39 1/2" X 17	2.89	1	EA	3
28033230	CARTON, 47 1/2" X 18"	6.98	1	EA	7
28041880	PALLET, 48 IN. 3-WAY	7.76	2	EA	16
35040010	PLASTER OF PARIS, GRADE	0.86	25	LB	22
39340220	SIGN, HIGH	50.00	2	EA	100

FORM 30-1

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PAGE 10

EST START: 10-06-03

EST COMP: 12-31-03

PROJ NO: 44580

A.W.O. NO:

W.O. NO:

B.I. NO: 03EN10

STATE: IL

VAL SEC: 1101

RAILROAD: CH TT RR

LOCATION: CHICAGO HEIGHTS, IL, STATE ST, CHCG HGHT

DEPARTMENT: ENGINEERING SERVICES

52000450	SURGE PROTECTOR SP19-2A	109.49	2 EA	219
52001370	SURGE PROTECTOR SP20-2A TAB 585	68.11	1 EA	68
52003630	EXTENSION CORD - 12'	66.85	1 EA	67
52005690	BOND WIRE, 7 STRANDS	0.42	400 LF	168
52016830	WIRE DUCT, 2X3	0.26	15 EA	124
52016940	WIRE DUCT, 3X3	9.63	3 EA	29
52017510	WIRE DUCT COVER 2"X6'	1.81	15 EA	27
52017620	WIRE DUCT COVER 3"X6'	2.69	3 EA	8
52019530	ENCLOSURE, SHUNT, POLE MOUNTED. 24X2	127.88	4 EA	512
52019560	EQUALIZER, H.D. TAB 583	8.98	16 EA	144
52019710	FOUNDATION, CANTILEVER LEAVE-IN-	747.78	2 EA	1496
52025240	HOUSE, 6X6, SIGNAL XING	4258.67	1 EA	4259
52027350	CLIP BOARD - FOR SIGNAL PRINTS	6.44	1 EA	6
52027430	STEP BOX	12.68	1 EA	13
52028420	LIGHTNING ARRESTOR, CLR-COMM TAB 3	6.82	20 EA	136
52029780	LIGHTNING ARR, HD TAB 582 W/O BASE	9.64	8 EA	77
52030010	LIGHTNING ARRESTOR CONN. STRIP	4.05	2 EA	8
52039210	RECTIFIER, 20EC, 12V. TAB 575	281.37	1 EA	281
52039390	RECTIFIER, 40EC, 12V. TAB 577	388.66	1 EA	389
52040400	RESISTOR, ADJ. 0.63 OHM TAB 91	24.14	4 EA	97
52040460	RESISTER, ADJ. 5 OHM, TAB 90	12.75	1 EA	13
52041200	RESISTANCE UNIT, ADJ. 10 OHM. TAB 9	24.12	1 EA	24
52042650	POST, MOUNTING, FOR SHUNT HOUSING	8.65	8 EA	69
52068650	TERMINAL, #6 - 5 WIRE - RING TYPE	0.13	20 EA	3
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.08	300 EA	24
52071600	TERMINAL, #20-16 WIRE, RING TONGUE	0.06	150 EA	9
52072280	TERMINAL BLOCK, SIGNAL 2 POST BAK	2.25	45 EA	101
52072510	TERMINAL BLOCK, SIGNAL 3 POST TEST	6.14	3 EA	18
52072740	TERMINAL BLOCK, SIGNAL 12 POST 6	8.92	1 EA	9
52072960	TERMINAL BLOCK, SIGNAL 12 POST	7.06	4 EA	28
52074550	TEST LINK, INSULATED ASSEMBLY TAB	0.66	15 EA	10
52079550	WIRE TAG, PLASTIC - WHITE	0.12	100 EA	12
52079560	MARKING PEN (FOR WHITE TAG)	1.95	1 EA	2
52092200	CRTU. W/CELEMTY TRANSCEIVER	1694.88	1 EA	1695
52203400	DETECTOR, LIGHT OUT, LOD-1	452.64	1 EA	453
52203600	DUMMY LOAD, 400 FT. TAB 644	39.00	1 EA	39
52205800	GCP111 NO ISLAND #81KB-80110-0B00	14114.65	1 EA	14115
52240000	IPI MODULE-GCP3000D2 #80211	1046.97	4 EA	4184
52246000	RESISTOR, 47,000 (47K) OHM .5 WATT	0.20	4 EA	1
52258850	NBS, TAB 642, 62775-3497	314.06	4 EA	1256
52263600	SURGE ARRESTOR, METER LOOP.	27.83	1 EA	28
52263690	SURGE PANEL - TAB 619	132.03	1 EA	132
52264040	SURGE PANEL - TAB 618	198.03	1 EA	198
52267000	TRANSCEIVER MODULE-#80012-GCP	1726.65	2 EA	3453
52276050	CROSSING ANALYZER, HCA-1	1650.07	1 EA	1650
52276600	CROSSING CNTRLR 3+ 40AMP	4142.50	1 EA	4143

FORM 30-1

PAGE 00 0000

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

EST START: 10-06-03

EST COMP: 12-31-03

RAILROAD: CH TT RR

LOCATION: CHICAGO HEIGHTS, IL, STATE ST. CHCG HGHT

DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 44580

A.W.O. NO:

W.O. NO:

B.O. NO: 03EN10

STATE: IL

VAL SEC: 1101

52907710 CANTILEVER - 21'-23' XING SIGNAL	6900.00	2 EA	13800
52959000 POWER TAP MATERIAL	1000.00	1 EA	1000
52959000 12" LED SIGNAL HEADS	1000.00	4 EA	4000
52973600 12" LED SIGNAL HEADS	100.00	2 EA	200
51648010 INSULATING CAP & SHIELD ASSY.	2.02	10 EA	20
53903460 EPD 120/240TDEL SURGE PROTECTOR	257.63	1 EA	258
53954500 180429-000 BOOTLEG KIT	46.08	8 EA	369
55016480 RAIL ANCHOR 6" BASE HD CHANNELLOC	0.82	49 EA	40
55067070 TRK SPIKE 5/8 X 6 1/4 IN 200# KEG	51.56	0 KE	34
55113351 RAIL 133# SS SH CLASS 1 CWR	6.53	80 LF	522
55255260 FIELD WELD KIT, 133# ONE SHOT	60.11	2 EA	120
55264570 PACKING SAND, PRE-MIXED (PER SACK	22.53	0 CA	9
55264930 REFRACTORY PASTE	1.83	1 EA	2

TOTAL

66,305

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date _____

Agreement # 1089

The COOK COUNTY BOARD meeting on _____, resolved to authorize
(Date)
_____ to act as its designated agent in the
(Name, Office)

processing of this Stipulated Agreement and that the COOK COUNTY BOARD is financially willing and able to bear the cost for the proposed improvements as may be assigned to it according to Section 5 of this Agreement.

EXHIBIT "D"

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Railroad"); and _____
_____, a _____ corporation (the "Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating
to _____

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of _____
_____, [which work is the subject of a contract dated _____ between
Railroad and _____].

Contractor has requested Railroad to permit it to perform the work on the portion of Railroad's property shown on the
print dated _____, marked **Exhibit A**, attached hereto and hereby made a part hereof, and Railroad is agreeable
thereto, subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to the Contractor shall include the Contractor's
contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Contractor the right, during the term hereinafter stated and upon and subject to each
and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the
property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein
granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the
Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B, C AND D.

The terms and conditions contained in **Exhibit A**, **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby
made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement.

B. The Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. The Contractor, at its own expense, shall adequately police and supervise all work to be performed by the Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of the Contractor for safe conduct and adequate policing and supervision of the Contractor's work shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications involving the work, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad Representative, or by compliance by the Contractor with any requests or recommendations made by the Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be directed to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

ARTICLE 7 - DISMISSAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad property any employee of Contractor or any subcontractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT B TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. The Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such services will be provided at Contractor's expense with the understanding that if the Railroad provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall promptly pay to Railroad all charges connected with such services within thirty (30) days after presentation of a bill.

B. The rate of pay per hour for each man will be the prevailing hourly rate in effect for an eight hour day for the class of men used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day of execution of this agreement. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

C. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad by assignment of such flagman to other work, even though the Contractor may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Contractor must provide the Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5)-days notice of cessation is not given, the Contractor will still be required to pay flagging charges for the five (5)-day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to the Railroad if flagging service are needed again after such five day cessation notice has been given Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. The Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of the Railroad, including without limitation, the operations of the Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by the Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of the Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of the Railroad and work performed by the Railroad personnel and delays in the work to be performed by the Contractor caused by such railroad operations and work are expected by the Contractor, and Contractor agrees that the Railroad shall have no liability to Contractor, its subcontractors or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of the Railroad and third parties so as to avoid interference with railroad operations. The safe operation of the Railroad takes precedence over any work to be performed by the Contractor.

Section 4. LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If the Contractor fails to promptly cause any lien to be released of record, the Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify, defend and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by the Contractor. The Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. The Contractor shall at a minimum comply with the Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by the Railroad's own forces. As a part of the Contractor's safety responsibilities, the Contractor shall notify the Railroad if the Contractor determines that any of the Railroad's safety standards are contrary to good safety practices. The Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter on the job site.

B. Without limitation of the provisions of paragraph A above, the Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. The Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of the Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by the Railroad, the Contractor shall deliver to the Railroad a copy of the Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require the Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, the Contractor shall indemnify, defend and hold harmless the Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, the Contractor, or any employee of the Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by the Contractor, or (ii) any act or omission of the Contractor, its officers, agents or employees, or (iii) any breach of this agreement by the Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. The Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by the Contractor's own employees. The Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this agreement may be relied upon or used by the Contractor in any attempt to assert liability against the Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by the Contractor or the

termination or expiration of this agreement. In no event shall this Section 8 or any other provision of this agreement be deemed to limit any liability the Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. The Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by the Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by the Contractor and the Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between the Contractor and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by the Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. The Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by the Contractor as provided in this agreement, and to indemnify the Contractor and the Railroad to the same extent as the Railroad is indemnified by the Contractor under this agreement.

**EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$5,000,000 each occurrence or claim and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability (Not less than the replacement value of the portion of the premises occupied)
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Coverage for Contractor's (and Railroad's) employees shall not be excluded
- Waiver of subrogation

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$5,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- "For purposes of this insurance, Union Pacific Railroad payments related to the Federal Employers Liability Act or a Union Pacific Wage Continuation Program or similar programs are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law."
- The exclusions for railroads (except where the Job site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Motor Carrier Act Endorsement- Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement
- Employers' Liability (Part B) with limits of at least
 - \$500,000 each accident, \$500,000 disease policy limit
 - \$500,000 each employee

If Workers Compensation insurance will not cover the liability of Contractor in states that require participation in state workers' compensation fund, Contractor shall comply with the laws of such states. If Contractor is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

- Alternate Employer Endorsement

- D. **Umbrella or Excess Policies** In the event Contractor utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only the Railroad as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be broad form coverage for "Physical Damage to Property" (ISO Form CG 00 35 07 98 or equivalent). A binder stating the policy is in place must be submitted to the Railroad until the original policy is forwarded to the Railroad.

Other Requirements

- F. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Railroad. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary with respect to any insurance carried by Railroad. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Railroad as an additional insured. **Severability of interest and naming Railroad as additional insured shall be indicated on the certificate of insurance.**
- I. Prior to commencing the Work, Contractor shall furnish to Railroad original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing of any cancellation or material alteration. **Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.**
- J. Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- K. Contractor **WARRANTS** that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance coverage will be primary.
- L. The fact that insurance is obtained by Contractor or Railroad on behalf of Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

EXHIBIT D TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of the Contractor as well as all employees of any subcontractor or agent of the Contractor.

I. Clothing

- A. All employees of the Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, the Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

The Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with the contractor's or subcontractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
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- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

The Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractors must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. The Contractors will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of the Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of the Contractor's equipment is unsafe for use, the Contractor shall remove such equipment from the Railroad's property. In addition, the Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. The Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. The Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by the Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

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